

Professional Services Contract

THIS CONTRACT by and between Clark County District Court, after this called "District Court," a political subdivision of the State of Washington, and **The City of Vancouver** after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has the expertise to provide professional services for District Court and to perform those services more particularly set out in the proposal attached hereto and incorporated herein.

WHEREAS District Court does not have available staff to provide such services for the benefit of the services of District Court, NOW, THEREFORE,

THE DISTRICT COURT AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

- 1. Services.** The Contractor shall perform services as set forth in the Statement of Work (pp. 4-5).
- 2. Term.** The contract shall be effective through December 31st, 2024, from the date of this fully executed contract.
- 3. Compensation.** District Court shall pay the Contractor for performing said services upon receipt of a signed invoice. The parties mutually agree that in no event may the amount billed exceed \$19,000 yearly.
- 4. Termination.** The District Court may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the District Court of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, District Court may terminate this Contract upon immediate notice to Contractor if the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.
- 5. Independent Contractor.** The Contractor shall always be an independent Contractor and not an employee of the Clark County and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.
- 6. Indemnification / Hold Harmless.** The Contractor shall defend, indemnify, and hold the District Court, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of, or resulting from the negligent acts, errors, or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the District Court. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.48.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District Court, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save District Court free, clear, and harmless from all actions, claims, demands, and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents. Contract documents consist of this Contract and Statement of Work (pp. 4-5). If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.

10. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status, or national origin.

11. Changes. District Court may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between District Court and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.

12. Public records act. Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist District Court in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify District Court by providing a copy of the request to the Clark County Public Records Officer/District Court.

13. Governing Law. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

14. Confidentiality. With respect to all information relating to District Court that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it or shall perform services as an independent Contractor with it, in the performance of this Contract.

16. **Consent and Understanding.** This Contract contains a complete and integrated understanding of the contract between the parties and supersedes any understandings, Contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

17. **Severability.** If any provision of this Contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, District Court and the Contractor have executed this contract on the date signed below.

Clark County District Court

City of Vancouver

Amber Emery, Court Administrator

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager

Date

12/1/2022

Date

Clark County

Approved as to Form Only:

ANTHONY F. GOLIK
Prosecuting Attorney

Kathleen Otto, County Manager

Curtis Burns, Deputy Prosecuting Attorney

Date

Date

Statement of Work

Project Description

The City of Vancouver is operating as a Contractor for Clark County District Court operating as the administrative and fiscal agency. As such, CONTRACTOR must comply with the terms and conditions in this Agreement.

The intent of this Agreement is to provide a Mental Health Sales Tax budget line allocation to the CONTRACTOR for the project, to be provided by the District Court to the CONTRACTOR. The project will fund prosecutor services to oversee the prosecutorial functions of city cases that are referred to Clark District Court Community Court.

City of Vancouver as CONTRACTOR will:

- Provide a prosecutor or intern for city cases
- Screen cases for eligibility to participate in Community Court
- Provide discovery to the public defender in and expedited manner
- With our partners, develop and implement a policy and procedure manual for Community Court
- Provide a part time legal secretary to support the City's prosecution services

This Mental Health Sales Tax budget line amount will be spent on staffing. The CONTRACTOR will provide prosecutorial and support service to the Clark County District Court Community Court Program.

Project Budget

1. The District Court will reimburse the CONTRACTOR with funds in an amount not to exceed, from funds already contracted to the District Court, for purposes of completing the project described herein. The use of these funds shall be expressly limited to the activities described in this Contractor Agreement.
2. Any reduction in the yearly budget authority will be done after consultation with the CONTRACTOR and will require a modification of this Agreement.

YEARLY BUDGET	Mental Health Sales Tax
Personnel	\$21,546.00
Project Total:	\$21,546.00

Payment Provisions

The City of Vancouver as a CONTRACTOR will invoice Clark County District Court for program reimbursement by providing the following by the 15th of each month for the preceding month. Clark County District Court will reimburse the CONTRACTOR within 15 business days.

Reporting

The CONTRACTOR shall provide the District Court with a semi-annual narrative report due by the end of January and July yearly. The District Court may withhold payment to the CONTRACTOR if reporting requirements are not met.

Notice to Proceed

Upon execution of this agreement, the District Court will furnish the CONTRACTOR with an e-mailed notice to proceed. No work on the project shall occur prior to the Notice to Proceed without prior e-mailed approval from the District Court.

Project Completion

Project completion means that:

- The project complies with the requirements of this Agreement;
- CONTRACTOR has been reimbursed for all costs.